

Panaji, 14th July, 2003 (Ashada 23, 1925)

SERIES I No. 15

OFFICIAL GAZETTE



GOVERNMENT OF GOA

EXTRAORDINARY

No. 4

GOVERNMENT OF GOA

Department of Town and Country Planning

Notification

4-5-2-84-UDD (Part)/03/2592

Whereas, the Government of Goa in consultation with the Town and Country Planning Board, sub-divided North Goa Planning Area into two Planning Areas, such as, Panjim Planning Area and Mapusa Planning Area;

And whereas under sub-section (5) of section 18 of the Goa, Daman and Diu Town and Country Planning Act, 1974 (Act 21 of 1975), the Government shall, after consulting the Board, the Planning and Development Authority, frame a Scheme determining the portion or portions of the balance of the fund of the Planning and Development Authority which shall vest in the Planning and Development Authorities concerned and manner in which the properties and liabilities of the Planning and Development Authority shall be apportioned amongst them.

Therefore, in exercise of the powers conferred by said sub-section (5) of section 18 of the said Act, the Government of Goa, after consultation with the Town and Country Planning Board and the concerned Planning and Development Authority, hereby makes the following Scheme.

1. *Short title and commencement.*— (1) This Scheme may be called the Town and Country

Planning (apportionment of properties, assets and liabilities of the erstwhile North Goa Planning and Development Authority Scheme, 2003).

(2) It shall come into force on the date of its publication in the Official Gazette.

2. *Apportionment of Immovable Properties.*—
Office Premises: (i) (a) Office premises of the erstwhile North Goa Planning and Development Authority at Mala Panaji admeasuring 653 sq. mts. shall be vested with Panjim Planning and Development Authority and shall therefore be used as their office premises. If, the said office premises has any liabilities or any payments including Municipal Taxes, etc. the same shall also be transferred to the Panjim P. D. A. as liabilities and be borne by the Panjim P. D. A.

(b) There is no office premises maintained by erstwhile North Goa PDA at Mapusa. The newly created Mapusa PDA may arrange for an office premises on its own.

(ii) *Landed Properties and On going Schemes.*— The erstwhile North Goa PDA have landed properties as well as various on-going Schemes both at Panaji and Mapusa. Some of the Schemes, such as, construction of roads, construction of bus shelters, construction of market complexes, link roads, rehabilitation schemes, gardens, etc. are completed in all respects and only appear as assets in the books of accounts.

There are also on going schemes which are in progress at various stages of development which shall be apportioned between the newly constituted PDAs as under:—

(a) The Residential Development Scheme at Porvorim which was developed by the erstwhile PDA, which was transferred to NGPDA shall stand transferred and vest with the newly created Panaji PDA alongwith the plot of market complex, school and play ground plot and the plots which are yet to be auctioned. The liability of land acquisition cost, cost of maintenance, electricity, water supply etc. shall also stand transferred to Panjim PDA as liabilities.

(b) Mini Market Complex at Ribandar with 4 shops and one platform with an area of 5113 sq. mts. shall stand transferred and vest with Panaji PDA.

(c) Corlim Residential Scheme developed by the erstwhile PDA alongwith the commercial plot shall stand transferred and vest with Panaji PDA. The cost of acquisition and cost of maintenance shall stand transferred and vest with the Panjim PDA as liabilities.

(d) Market complex being developed by the erstwhile NGPDA at Neugi Nagar stands entirely transferred and vest with the Panaji PDA along with land, the buildings under construction on the said plot. The cost of land acquisition and cost of development including taxes, Government loans, bank loans, etc. shall stand transferred as liabilities to Panaji PDA.

(e) The land acquired at Caranzalem on which a public road is constructed covering an area of 13000 sq. mts. shall stand transferred and vest with Panjim PDA alongwith remaining land of 29600 sq. mts. The right and duty of maintaining the road shall stand in favour of PWD/City of Panaji Corporation as the case may be. The erstwhile NGPDA has developed some roads in the Comunidade land. The stage of development and any liability is not reported by NGPDA and since, it is presumed to have been completed. However, any liabilities arising in this regard after this Scheme comes into effect shall be settled by the Mapusa PDA.

The successive newly constituted PDAs shall continue with all the on going schemes including land acquisition initiated by the erstwhile PDAs and complete the projects as scheduled.

3. Assets and Liabilities (Funds and Loans).— Monetary assets and liabilities of the erstwhile PDAs as on 31st March, 2003 were obtained from

the PDAs. The detailed statements are appended to the Scheme at *Annexure-I*. The statements include the details, such as, bank deposits, bank balance, Court deposits, G. P. F. and Pension contributions and pending bills of Contractors of on going schemes, Government loans, salaries and wages due for the staff and other liabilities.

The following schemes of apportionment/ guidelines shall be followed in the matter of monetary assets and liabilities.

(a) The monetary assets of the erstwhile North Goa PDA, such as, bank deposits, staff G.P.F. and pension deposits, etc. as detailed in *Annexure-I and II hereto* shall stand transferred and vest with Panaji PDA. All the liabilities of pending bills, fees taxes, loans, EMIS etc., shall also be transferred as liabilities to the Panaji PDA, which shall be responsible for clearing such dues.

(b) The erstwhile North Goa PDA, shall share Rs. 10 lakhs to newly created Mapusa PDA towards the purchase/hiring the new office premises and other establishment costs. This amount shall be received by the Custodian of the newly created Mapusa PDA as soon as this scheme is notified and the Custodian of erstwhile North Goa PDA shall arrange the said amount within 15 days from the date of notification of the scheme.

4. Furniture and Other Equipments.— (a) All the furnitures and fixtures of the erstwhile NGPDA which are located and fixed at Mala office shall vest with the Panaji PDA and shall be used by Panaji PDA, along with liabilities.

(b) The newly created Mapusa PDA shall arrange required furniture and fixtures from the funds proposed to be received under this Scheme from the erstwhile North Goa PDA. Subsequently, they shall arrange their funds for maintenance of staff and establishment from the development charges.

5. Files, Plans, Maps, etc. — (a) All the files, plans, maps, etc. of Mapusa Municipal areas which were with the erstwhile North Goa PDA shall be handed over to the Mapusa PDA by the Member-Secretary of NGPDA, and the same shall be received by the Member-Secretary of Mapusa PDA.

(b) All the files, plans, maps, etc., of the areas in Tiswadi Taluka, which are hitherto dealt by the branch office of Town and Country Planning Department, Tiswadi, but now includes into jurisdiction of Panaji PDA, shall be received by the Member-Secretary of Panaji PDA from Tiswadi Taluka office of Town and Country Planning Department.

The files, plans, maps, of the areas of Porvorim (Bardez) which are hitherto dealt by the Branch office of Town and Country Planning Department, Mapusa, which are now included into Panaji PDA shall be received by the Member-Secretary of Panaji PDA from the branch office of Town and Country Planning Department, Mapusa.

6. *Vehicles*.— Most of the Vehicles of North Goa PDA are not in proper working condition. However, for the purpose of apportionment, the Vehicles mentioned below shall be transferred to the respective PDA's mentioned against their name. The new Mapusa PDA will acquire their own Vehicles as per their requirements.

- | | |
|--------------------|-------------------|
| (1) Maruti Gipsy | |
| No. GA-01-A-0028 | Mapusa PDA |
| (2) Contessa | |
| No. GA-01-C-1995 | Panjim PDA (NWC) |
| (3) Fiat Car | |
| No. GA-01-A-7973 | Panjim PDA |
| (4) Maruti Esteem | |
| No. GA-01-C-9501 | Panjim PDA |
| (5) TVS Motorcycle | |
| GDK-3299 | Panjim PDA (NWC). |

7. *Mechanism to deal with past approvals and collection of development charges, etc.*— Consequent to the implementation of this Scheme, the following mechanism is spelt out to deal with the situation.

(a) All those building plans approved by the erstwhile PDAs and or Town and Country Planning Department Branch offices, in whose jurisdiction the plot was located prior to this Scheme, shall be valid and the construction may continue without any requirement of revalidation.

(b) All those sub-divisions provisionally approved by the erstwhile PDAs/Town and Country Planning Departments Branch offices, as the case may be, shall be in force till the completion of the work.

(c) Completion certificates and the extension of time shall be obtained from the new PDA, for which a nominal fee of Rs. 500/- (Rupees five hundred only) may be charged by the PDAs.

(d) The revision if any shall be obtained from the new PDA, by paying only 25% of the development charges already paid or could have accrued.

(e) In cases of approvals given by TCP Branches, the date of Village Panchayat Licence is to be taken as the date of approval and the period of validity of such approvals shall be as per Village Panchayat Licence.

(f) No development charges shall be leviable to any developments specified in item (a), (b) and (c) above, except as specified in respective item.

(g) All fresh approvals shall be charged as per the rates in force.

(h) PDAs shall issue NOC's or sanctions under section 49 of the Town and Country Planning Act, 1974, for all those approvals granted earlier by any competent Authorities, competent to issue approvals/NOCs, in this connection prior to this Schemes, and only NOC charges may be collected.

All disputes which may arise in the implementation of this Scheme, at any stage, shall be referred to Member Secretary of Town and Country Planning Board, who shall place the same before the Town and Country Planning Board, with his comments for an appropriate decision of the Board and the Government. The decision taken shall be final and binding on both the parties to the disputes.

By order and in the name of the Governor
of Goa.

Morad Ahmad, Chief Town Planner & ex officio
Jt. Secretary.

Panaji, 10th July, 2003.

ANNEXURE I

STATEMENT SHOWING THE ASSETS AND LIABILITIES OF NORTH GOA PLANNING AND DEVELOPMENT AUTHORITY AS ON 31-3-2003

ASSETS				LIABILITIES			
Sr. No.	Description	Area	Amount	1	Total Government Loan (Rs. 1,05,82,514)		
1	Office Premises i. e. 1st floor of Archdiocese Bldg., at Mala Panaji	653 sq. m.	Rs. 29,08,400.00		Paid (-)	Rs. 39,41,106.00	Rs. 66,41,408.00
2	Residential Dev. Scheme at Porvorim	92745 sq. mts.	Rs. 36,00,000.00	2	Interest on Government loan		Rs. 43,17,208.00
	b) Market plot admeasuring 1960.00 sq. mts.		Rs. 29,20,000.00	3	G. P. F. contribution of NGPDA staff		Rs. 27,43,283.00
	c) School and playground plot 5300.00 sq. mts.		Rs. 27,03,000.00	4	Security deposits of contractor		Rs. 28,000.00
	*Rs. 1,15,80,403/- was deposited in High court			5	Advocate fees		Rs. 92,000.00
				6	House tax of premises		Rs. 56,000.00
3	Land at Ribandar with 4 shops	5113.00 sq. mts.	Rs. 51,13,000.00	7	Contractor payment of Mala Market Complex		Rs. 8,00,000.00
4	Corlim Residential Development Scheme			8	*Pension fund of NGPDA staff		Rs. 18,70,345.00
	a) One Commercial plot 1.000.00 sq. mts.		Rs. 5,00,000.00				
	*the amount of Rs. 44,79,248/- deposited in high court						
5	Land at Neugi Nagar for market complex	44,800.00 sq. mts.					
	a) Mala Market complex is under construction area 11,700 sq. mts. Balance land 33,100/- sq. mts. @ of 544/-		Rs. 1,00,00,000.00				
	*An amount of Rs. 1,31,95,959/- is deposited in high court. The matter is before Supreme Court		Rs. 3,09,34,737.00				
6	Land at Caranzalem						
	a) Under road 13,000.00 sq. mts.						
	b) Open land 29,600 sq. mts @ 500/-						
SAVING BANK BALANCE							
	Punjab National Bank		Rs. 22,21,166.02				
	Goa Urban Co-op. Bank		Rs. 4,98,148.64				
	Indian Bank		Rs. 7,24,246.37				
	Mapusa Urban Bank Ltd.		Rs. 64,458.00				
FIXED DEPOSITS							
	UTI Bank Panaji		Rs. 45,00,000.00				
	UTI Bank Panaji		Rs. 10,00,000.00				
	UTI Bank Panaji		Rs. 5,00,000.00				
	Total		Rs. 60,00,000.00				

(GRANT IN AID) MALA MARKET COMPLEX (FIXED DEPOSIT)

1	- do - The Mapusa Urban Co-op. Bank Ltd.	Rs. 10,89,203.00
2	- do -	Rs. 10,92,681.00
3	- do -	Rs. 10,89,661.00
4	- do -	Rs. 10,89,661.00
5	- do -	Rs. 10,84,521.00
6	- do -	Rs. 10,89,661.00
	Total	Rs. 65,35,388.00

RETIREMENT GRATUITY FUND OF NGPDA STAFF (FIXED DEPOSIT)

1	ICICI Bank	Rs. 10,00,000.00
	Pension fund of N. G. P. D. A. Employees	
	Saving Accounts	
	The Madgaum Urban Co-operative Bank Panaji	Rs. 385.00

Fixed deposits Receipt

1	ICICI Bank	Rs. 1,00,000.00
2	- do -	Rs. 1,00,000.00
3	- do -	Rs. 1,00,000.00
4	- do -	Rs. 1,25,424.00
5	- do -	Rs. 2,20,350.00
6	The Indian Bank	Rs. 40,391.00
7	The Goa State Co-operative Bank	Rs. 1,40,269.00
8	The Vysya Bank Ltd.	Rs. 66,254.00
9	The Madgaum Urban Co-op. Bank	Rs. 2,20,203.00
10	- do -	Rs. 2,03,770.00
11	The Indian Bank	Rs. 73,842.00
12	- do -	Rs. 64,270.00
13	The Madgaum Urban Co-op. Bank	Rs. 2,00,000.00
14	The Madgaum Urban Co-op. Bank	Rs. 1,83,555.00
15	The UTI Bank	Rs. 1,98,504.00
	Total	Rs. 20,36,832.00

General Provident fund of N. G. P. D. A. staff

Saving Account

1	The Vysya Bank Ltd.	Rs. 31,850.00
2	The Saving/Recurring A/c	
	The Vysya Bank	Rs. 14,80,054.00
	Total	Rs. 15,11,904.00

Fixed deposit

1	Vysya Bank	Rs. 2,93,784.00
2	- do -	Rs. 1,68,082.00
	Total	Rs. 4,61,866.00

Movable assets

a	Fiat Car	1 No.
b	Maruti Gypsy	1 No.
c	Maruti Esteem VX	1 No.
d	TVS Motor cycle (Not working)	1 No.
e	Contessa Car (Not working)	1 No.
	Total number of vehicles	5 Nos.
2	Furniture as per detailed list enclosed	
3	Fixture and fitting as per detailed list enclosed	

*These figures have been included as assets also

Immovable						Movable						
Sr. No.	P. D. A's	Description of assets	Approx. Value (Rs. in Lakhs)	Remarks	Furniture	Vehicles	Liquid Assets	Fixtures	Bank Balance as on 31-3-03	Fixed Deposit	Liabilities	Remarks
1	2	3	4	5	6	7	8	9	10	11	12	13
1.	Panaji P. D. A.	Office premises, Mala, Panaji, 1st Floor, Archdiocese Bldg. 653 m ₂	29.08	Own	All the furniture which is presently in possession of erstwhile N. G. P. D. A.	Fiat car (1)	Grant-in Aid		PNB Rs. 2221166	A Pension Fund		
		Residential Devt. Scheme at Porvorim	36.00	Rs. 11580403/- is deposited in court for L. A.		Maruti Esteem			GUCB Rs. 498148	— ICICI Bank		
		Market plot	29.20			VX (1) TVS Motor	MUCB Rs. 1089203		IB Rs. 724246			
		School plot	27.03			Cycle (1)	" Rs. 1092681		MUB Rs. 64458	Total Rs. 645774		
		Land at Ribandar with 4 shops 5113 m ₂	51.13			Contessa Car (1)	" Rs. 1089661		Rs. 3508018	— Indian Bank Rs. 40391		
		Corlim plot					" Rs. 1089661		(—) Rs. 1000000	— GSCB Rs. 140269		
		Commercial plot 1000 m ₂	5.00	Rs. 4479248/- is deposited in court for L. A.			" Rs. 1084521		Rs. 2508018	— Vysya Bank Rs. 66254		
		Land at Neogi Nagar 44800 m ₂	100.00				Rs. 1089661			— MUCB Rs. 220203		
		Land at Caran-zalem (road + open area) 13000 m ₂ + 29600 m ₂	309.35				Rs. 6535388			— MUCB Rs. 203770		
							UTI			— IB Rs. 73843		
							BK Rs. 4500000			— IB Rs. 64270		
							UTI			— MUCB Rs. 2000000		
							BK Rs. 1000000			— MUCB Rs. 183555		
							UTI			— UTI		
							BK Rs. 500000			BANK Rs. 199504		
							Rs. 6000000			Rs. 2037832		
										B Staff P. F. Fund		
										Vysya Bk.		
										Rs. 31850		
										Vysya Bk. Rs. 1480054		
										" " Rs. 293784		
										" " Rs. 168082		
										Rs. 1973770		
										Grand Total		
										A+B Rs. 4011602		
2	Mapusa P. D. A.	No office premises				NIL	Maruti Gypsy(1) No. GA-O		Rs. 10,00,000/- shall be paid to Mapusa PDA from the erstwhile NGPDA account.	If any staff of the erstwhile NGPDA is transferred to Mapusa P.D.A., the pension and GPF balance to be transferred.		

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TALUKA BOUNDARY

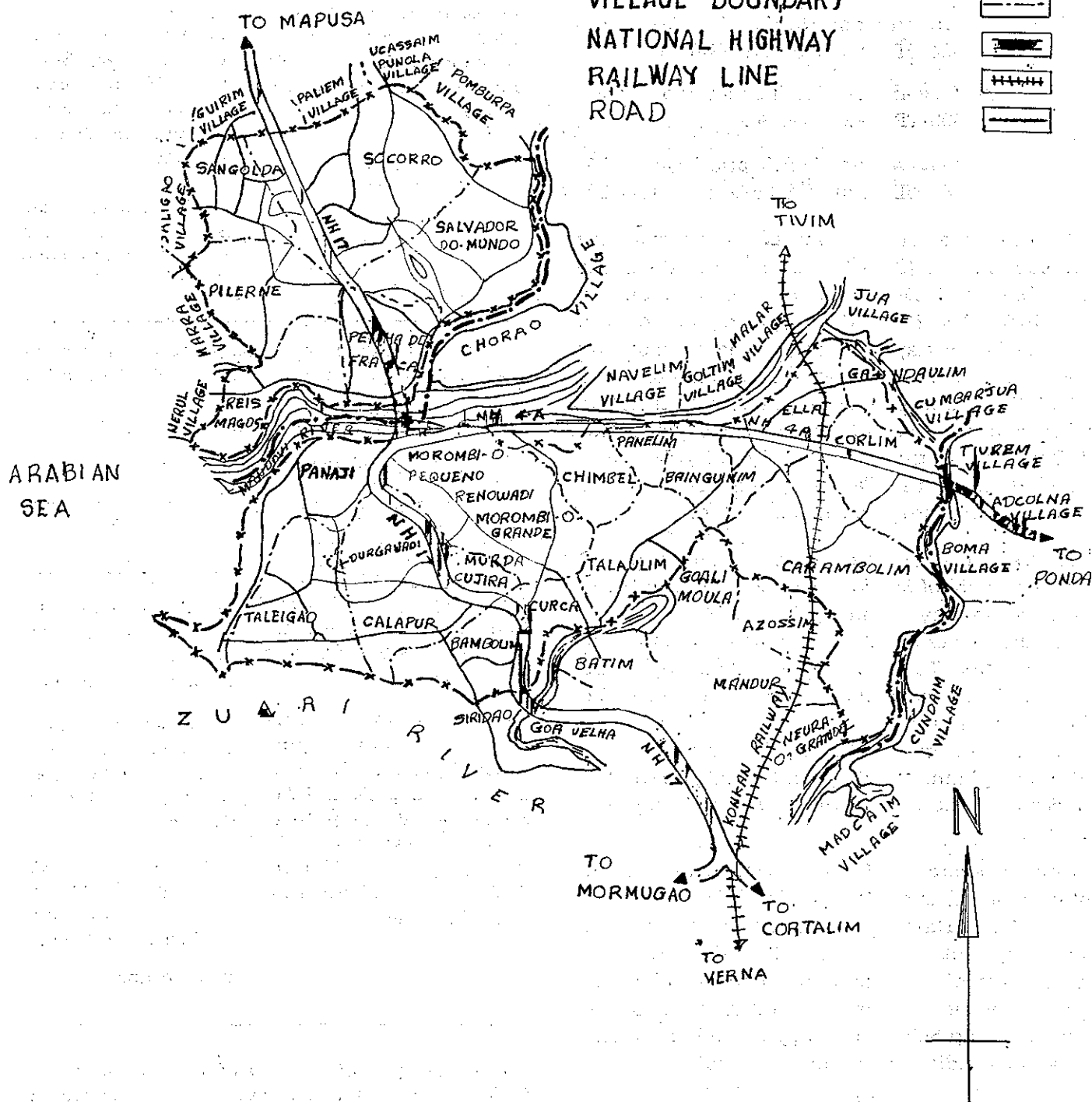
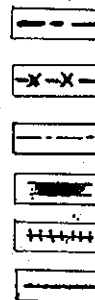
PLANNING AREA BOUNDARY

VILLAGE BOUNDARY

NATIONAL HIGHWAY

RAILWAY LINE

ROAD



PANAJI PLANNING AREA

1:100,000

Department of Urban Development/
/Department of Town and Country Planning**Notification**

4-5-2-84-UDD(part)/03/2593

- Read: 1) Government Notification No. 4-5-2-84-UDD(Part) dated 23-6-93.
- 2) Government Notification No. 4-4-3-96/TP dated 7-5-96.
- 3) Government Notification No. 4-5-2-84-UDD(Part)/03/2592 dtd. 10-7-03.

In exercise of the powers conferred by sub-section (1), (2) & (3) of Section 18 of the Goa, Daman & Diu Town & Country Planning Act, 1974 (Act 21 of 1975) Government of Goa had notified Panaji Municipal Area as planning area along with Mapusa Municipal area and called North Goa planning area vide Notification referred above. Subsequently the Government of Goa vide Notification No. 4-4-3-96/TP dated 7-5-96 declared the Taleigao planning area and merged with North Goa planning area.

In exercise of the powers conferred by sub-section (5) of Section 18 of Goa, Daman & Diu Town & Country Planning Act, 1974 (Act 21 of 1975) the Government of Goa after consultation with the Goa Town & Country Planning Board and the P.D.A. concerned hereby sub-divide the North Goa planning area into two separate planning areas called "Panaji planning area" and "Mapusa planning area" and amalgamate the additional areas around the towns of Panaji and Mapusa.

Now in exercise of the powers conferred by sub-section (1) and sub section (2) of Section 18 of the Goa, Daman & Diu Town & Country Planning Act, 1974 (Act 21 of 1975) the Government of Goa hereby declares as planning area the whole area as specified in col. 1 of the Schedule I and Schedule II, appended hereto with boundaries indicated in col. 2 thereof:-

Schedule I**Panaji Planning Area**

Area	Limits of area
(1)	(2)
Area comprising of City Corporation of Panaji and the following revenue villages: Curca, Morombi-O-Pequeno,	North: Revenue villages Guirim, Paliem, Ucassiam-Punola, Pomburpa and part of Mandovi River

(1)	(2)
Morombi-O-Grande, Murda, Chimbél, Panelim-Baiguinim, Ella, Corlim, Gandaulim, Penha-de-France, Salvador-do-Mundo, Socorro, Sangolda, Pilerne, Reis Magos, Carambolim, Tellaumim, Taleigao including Durgawadi village.	East: Revenue villages Jua, Cumbarjua Tivrem, Boma-Adcolna, Cundaim and Madkaim.
	South: Zuari River, Revenue village Siridao, Goa Velha, Batim, Goulim-Moula, Azossim, Mandur and Neura-O-Grande.
	West: Revenue villages Saligao, Marra, Nerul and estuary of Mandovi River.

A detailed plan of the areas of the Panaji, Planning Area is shown in the Annexure I to this Notification.

Schedule II**Mapusa Planning Area**

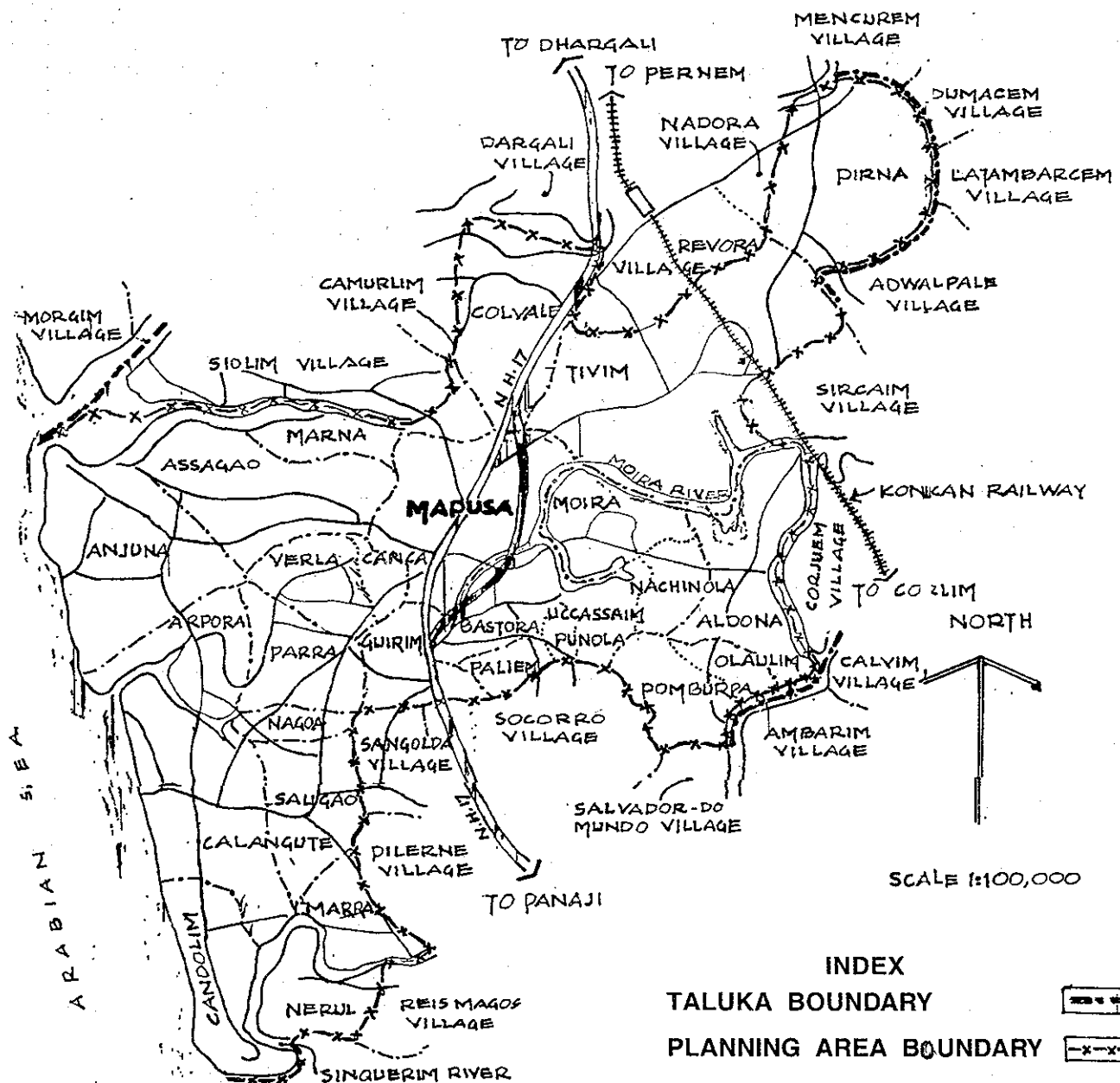
Area	Limits of area
(1)	(2)
Area comprising of Municipal Council area and the following revenue villages of the Bardez Taluka:	North: Revenue villages Siolim, Camurlim, Dhargali, Revora, Nadora, and Mencurem.
Bastora, Tivim, Colvale, Assagao, Marna, Anjuna, Arpora Calangute, Candolim, Canca, Guirim, Verla, Parra, Nagoa, Saligao, Marra, Nerul, Paliem, Ucassaim-Punola-Pomburpa, Olaulim, Nachinola, Aldona, Moira and Pirna Village areas.	East: Revenue villages Dumacem, Latambarcem, Adwalpale, Sircaim, Corjuem, Calvim.
	South: Revenue villages Reismagos, Pilerne, Sangolda, Socorro, Salvador-Do-Mundo and Ambarim.
	West: Arabian Sea.

A detailed plan of the areas of the Mapusa Planning Area is shown in the Annexure II to this Notification.

By order and in the name of the Governor of Goa.

Morad Ahmad, Chief Town Planner & ex officio Jt. Secretary.

Panaji, 10th July, 2003.



MAPUSA PLANNING AREA